

# JEFFCO SCHOOLS

## NEGOTIATED MASTER AGREEMENT

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**And**



**Effective**

**07.01.2016 through 08.31.2021**



**Board of Education**

Ron Mitchell	President
Ali Lasell	1 <sup>st</sup> Vice President
Susan Harmon	2 <sup>nd</sup> Vice President
Amanda Stevens	Secretary
Brad Rupert	Treasurer

**Superintendent of Schools**

Dan McMinimee

**Negotiating Team**

Jim Branum	Lead Negotiator, Caplan & Earnest, LLC
Kathleen Askelson	Chief Financial Officer
David Bell	Director, HRIS, Employee Records, and Compensation
Terry Elliott	Chief School Effectiveness Officer
Jan Landry	Director, Employee Relations
Amy Weber	Chief Human Resources Officer



# Jefferson County Education Association

*a member of the Colorado Education Association*

## **Executive Committee**

John Ford	President
Stephanie Rossi	Vice President
Brooke Williams	Secretary
Melissa Roach	Treasurer
Kristy Parsons	CEA Board Director
Rhiannon Wenning	CEA Board Director
Lisa Elliott	Executive Director

## **Negotiating Team**

John Ford	JCEA President
Lisa Elliott	JCEA Executive Director
Don Cameron	Teacher, Lakewood High School
Jon Cefkin	Teacher, Lukas Elementary
Jayson Haberkorn	Teacher, Bell Middle School
Arik Heim	Teacher, Wheat Ridge High School
Stephanie Rossi	Teacher, Wheat Ridge High School
Anthea Samuels	Teacher, Ryan Elementary
Christy Yacano	Digital Teacher Librarian, Sierra Elementary

## **JCEA Board**

Kay Evans	Professional Practices Action Team Chair, Standley Lake HS
Arik Heim	Negotiations and Advocacy Action Team Chair, Wheat Ridge HS
Beth Low	Organizing Action Team Chair, Arvada West HS
Dale Munholland	Community Advocacy Action Team Chair, Pomona HS
Erin Murphy	Community Outreach Action Team Chair, Alameda International HS
Paula Reed	Communications Action Team Chair, Columbine HS
Anthea Samuels	Ethnic/Minority Action Team Chair, Ryan Elementary

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# **NEGOTIATED AGREEMENT**

Between

**JEFFERSON COUNTY PUBLIC SCHOOLS DISTRICT, R-1**

And

**JEFFERSON COUNTY EDUCATION ASSOCIATION**

**Jefferson County, Colorado**

## **PREAMBLE**

The JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT and the JEFFERSON COUNTY EDUCATION ASSOCIATION recognize and accept the trust which the public has placed in the policy makers and educators in fulfilling the constitutional mandate for a thorough and uniform system of free public schools. The parties agree to seek the most efficient, innovative and effective methods to achieve educational goals within available resources.

The District and the Association recognize and appreciate the quality and integrity of the learning and teaching process and believe students and their proficiencies are the central focus of our work.

Our partnership supports collaborative processes that include open communication, consensus-building and active involvement. We believe that the best decisions which support student achievement are made in an environment that includes mutual trust, respect, understanding, cooperation, and support.

We share a commitment to the District goal to provide a quality educational program that prepares all children for a successful future. The educational program incorporates high standards that enable students to develop to their fullest potential. Our program emphasizes experiences which allow for the intellectual, physical, emotional, and spiritual development of each individual.

We will work collaboratively to meet the evolving demands of students and their future employers. Tools and workplaces change at a significant pace and so too will the skills needed by educators and the configurations of schools.

We honor diversity, respect, and civility among students, parents, citizens, and staff and encourage innovation, choice, appropriate risk-taking, and adaptation to changing conditions.

We recognize that a quality public education is a shared responsibility of the entire community, which includes students, parents, citizens and staff, and that it should reflect the values and aspirations of that community.

The success of an exceptional educational program depends upon a qualified staff dedicated to high standards and professional development. We commit to enhancing the character of the teaching profession in a climate which values employees, promotes positive morale, and demonstrates integrity, teamwork, exemplary performance, fairness, and trust.

The Jefferson County Public School District and the Jefferson County Education Association believe that this Master Agreement reflects these beliefs and provides the basis for a quality education for all the students of Jefferson County. Therefore, we agree that this Preamble is to be the vision and framework on which the articles contained in this Agreement are built.

## **Article 1**

### **1 Definitions**

- 1-1 The term "educator" shall mean all full-time, non-administrative personnel, teachers in residence, alternative licensure teachers and part-time teachers, as defined in Section 1-11, licensed by the Colorado State Department of Education. The term "educator" shall not include persons who teach less than part-time, substitute teachers, or educational assistants.
- 1-2 The term "Board" shall mean the Board of Education of Jefferson County School District, R-1 in the State of Colorado.
- 1-3 The term "Association" shall mean the Jefferson County Education Association.
- 1-4 The term "School District" or "District" shall mean the Jefferson County School District R-1 in the State of Colorado.
- 1-5 The term "Superintendent" shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.
- 1-6 The term "workweek," unless specified otherwise in other sections of the Agreement, shall be a period of time of forty (40) hours of teaching and school-related duties falling from Monday through Friday.
- 1-7 The term "school day" shall mean the continuous period of time each day an educator is assigned teaching and school-related duties.
- 1-8 The term "business day" shall mean Monday through Friday unless a District holiday. A "business day" may not be a scheduled day for educators.
- 1-9 "Continuous service" shall mean the length of service as a full-time contracted educator of the District.
- 1-10 The term "part-time educator" shall mean all non-administrative personnel, licensed by the Colorado State Department of Education, who teach half or more, but less than all, of a workday for ninety (90) or more days, or one semester or equivalent time as determined by the annual school calendar; or who teach full-time ninety (90) or more days, or one semester or equivalent time, but less than a full contract year.
- 1-11 The term "substitute teacher" shall mean an educator who normally performs services as an employee of a school district for four hours or more during each regular school day, but works on one continuous assignment for a total of less than ninety (90) regular school days, or one semester or equivalent time as determined by the annual school year calendar of the District in which the educator is employed during an academic year. "Substitute educator" also means an itinerant educator who normally performs services as an



employee of a school district for four (4) hours or more during each regular school day, but works on two or more assignments for a total of less than one hundred ten (110) regular school days during an academic year.

- 1-12 The term “contract year” and “work year” shall be the number of days an educator is contracted to work each year.
- 1-13 The term “District JCEA Collaboration Committee,” shall also be known as the DJCC and those terms may be used interchangeably in this Agreement.
- 1-14 The term “Professional Practices Evaluation Rating” shall also be known as the PPER and those terms may be used interchangeably in this Agreement.

## **Article 2**

### **2 Reservation of Management Rights**

- 2-1 The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any educator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2-2 The District and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-3 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy and procedure currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

## **Article 3**

### **3 Association Relationship**

- 3-1 The Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 until August 31, 2021. The term of this Agreement shall commence July 1, 2016, and shall expire on August 31, 2021, unless extended through the negotiation process outlined in Article 4.
- 3-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association. The granting of these rights and privileges shall in no way be construed to diminish or impair the rights, powers and discretion of the Board or administration vested in Colorado law.
- 3-3 The District shall release the president of the Association from the president’s regular assignment during their term of office. The Association shall reimburse the District for the president’s salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president’s employment with the District. The District will collaborate to find a mutually agreeable position at the end of the JCEA president’s term in office.

- 3-4 The president of the Association, or designated JCEA staff or JCEA officers will have the right to visit schools. All visits will be coordinated with the principal or the principal's designee in advance, and all visits will be conducted in a manner that does not disrupt the educational process in the school.
- 3-5 Subject to the use restrictions as set forth in District policy GBEE, and any other applicable District policies, the Association will have the right to use school facilities and may use school communication facilities including but not limited to email and physical mail boxes at work sites.
- 3-6 The Association shall have the right to have an Association representative(s) at each building. The Association representative shall not be subject to any disciplinary or punitive actions due to their participation as representative.
- 3-7 The Association will be allowed to host events at induction to introduce the Association and its work to new educators.

#### **Article 4**

#### **4 Negotiation Procedures and Successor Agreement**

##### **4-1 Conducting Negotiations**

- 4-1-1 The provisions of this Agreement shall become effective July 1, 2016, and shall continue and remain in full force and effect until midnight, August 31, 2021, except as set forth below.
- 4-1-2 Pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this Agreement pertaining to compensation and benefits, including but not limited to salary advances and cost of living allowances; employee health and welfare benefits and the District contribution towards those benefits; additional performance pay; additional coverage pay; outdoor lab pay; and sick leave payout, will be subject to reopening each year of the Agreement.
- 4-1-3 The Board, through its designated representatives, shall meet with representatives of the Association and shall negotiate for the purpose of modifying this Agreement. In addition to compensation and benefits, each party to this Agreement shall have the option to submit two (2) items of their choice for negotiation in 2017, 2018, 2019, and 2020. The intent to negotiate and the two items to be discussed will be communicated between the parties by February 1<sup>st</sup> of each year, except as set forth in Article 4-1-4 below.
- 4-1-4 Written requests for negotiation of a successor agreement may be submitted by either party to the other through their respective representatives. Such written requests shall be submitted no earlier than September 1, 2020 and no later than February 1, 2021. Such requests will specify the subject matter to be considered and will include any subject or matter which either party deems important to the welfare of the educators and/or the School District. A written acknowledgment of the request will be made within ten (10) business days of the receipt of the request.

- 4-1-5 Each year, the Board and the Association, through their representatives, shall develop jointly, reduce to writing, and mutually approve the procedures for negotiations. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party, provided that the first meeting shall be held no later than the 1st day of March. The parties may extend the date of the first meeting by mutual consent. The parties shall attempt to reach agreement by May 31<sup>st</sup>. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.
  - 4-1-6 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
  - 4-1-7 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
  - 4-1-8 Negotiation sessions between the bargaining teams shall be conducted in accordance with applicable statutory requirements.
- 4-2 Adopting Agreements
- 4-2-1 Tentative Agreements reached as a result of negotiations will be reduced to writing and presented to the Board of Education and the Association membership as soon as practicable upon the conclusion of negotiations. The Association shall have twenty (20) business days from the date that the Tentative Agreement has been presented to its membership in which to advise the Board in writing of the acceptance or non-acceptance of said Tentative Agreement. Absence of a written reply within this allotted time shall constitute ratification.
  - 4-2-2 Within thirty (30) business days following ratification by the Association, the Tentative Agreement shall be presented to the Board. The Board may vote to accept or reject the ratified Tentative Agreement. If approved, the final Agreement will be signed by the Board and the Association.
- 4-3 Impasse Resolution
- 4-3-1 Either party may declare impasse if no progress is being made on the items to be negotiated. Any issues still in dispute at the time of impasse will be submitted to mediation for the purpose of inducing the District and the Association, through their representatives, to reach a voluntary agreement.
  - 4-3-2 The parties shall select a mediator from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a mediator, the mediator shall be selected in the following manner:
    - 4-3-2-1 As agreed upon before negotiations begin, or immediately after demand for or submission to mediation, the American Arbitration

Association or the Judicial Arbitrators Group shall be requested to submit simultaneously to each party an identical list of five (5) persons experienced in mediation of educational matters. Within five (5) business days of receipt of the list, each party shall strike any names to which it objects, numbering the remaining names in order of its preference, and exchange the list with the other party. If a party does not exchange the list within the time specified, all persons named therein shall be deemed acceptable to that party.

4-3-2-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the parties shall select a mediator.

4-3-2-3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association or Judicial Arbitrator Group shall appoint a mediator from its other members without submitting additional lists.

#### 4-4 Conducting Mediation

4-4-1 The mediator will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law.

4-4-2 The mediator will meet with the District and the Association, through their representatives, either separately or together, to mediate the disputes.

4-4-3 To the extent that a Tentative Agreement is reached as a result of mediation, the procedures provided in Section 4-2 will then be followed. If mediation fails in whole or in part, the process shall move to fact finding.

4-4-4 The costs of mediator services, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

#### 4-5 Conducting Fact Finding

4-5-1 The parties shall select a fact finder from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a fact finder, the fact finder shall be selected in the same manner as set forth in Section 4-3-2.

4-5-2 The fact-finder will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law. The fact finder will produce a report containing the findings of fact and recommendations within twenty (20) business days of the final meeting. Findings of fact and recommendations are non-binding on the Board of Education.

- 4-5-3 Within five (5) business days after receiving the fact-finding report, the parties will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting.
  - 4-5-4 The respective parties shall take official action on the report of the fact-finder no later than thirty (30) business days after the meeting described in Section 4-5-3.
  - 4-5-5 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
  - 4-5-6 Either party may request that an official transcript of all or part of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting a transcript shall pay the costs thereof, except that if the other party shall request a copy of any transcript, it shall share equally the entire cost of making the transcript.
  - 4-5-7 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.
- 4-6 Maintenance of Status Quo
- 4-6-1 Provided the parties have begun the impasse resolution procedures set forth above prior to midnight on August 31, 2019, the terms and provisions of this Agreement shall remain in full force and effect until the earlier of (1) the parties enter into a successor Agreement, or (2) the parties complete the impasse resolution procedures and the Board acts pursuant to Article 4-5-7 above.

## **Article 5**

### **5 Time Management**

- 5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.
- 5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.
- 5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators' time (referred to in this article as the "Scheduling Committee"). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, extended day, etc.). The schedule designed by each school otherwise must adhere to the following parameters:

- 5-3-1 The schedule must comply with and align with the academic year schedule developed and publicly released by the District.
- 5-3-2 Except as set forth below, the work year will not exceed one hundred eighty-five (185) days. If a licensed professional is required to work beyond 185 days the educator will earn the per diem rate of  $1/185^{\text{th}}$ , of their annual salary, for each additional day worked.
  - 5-3-2-1 Secondary counselors shall work ten (10) additional days per year, unless the counselor and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
  - 5-3-2-2 Digital Teacher Librarians shall work six (6) additional days per year, unless the teacher librarian and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
- 5-3-3 Except as set forth below, the Scheduling Committee will develop schedules that account for no more than forty (40) hours of the workweek (the “40-hour schedule”) and an additional 22.5 hours per school year as noted below. Licensed professionals will have the autonomy to schedule the remainder of the workweek for themselves in a manner that best addresses the demands on their time and the needs of their students. Nothing contained in this paragraph is intended to limit the ability of a licensed professional to volunteer for school directed activities that occur outside of the 40-hour schedule.
  - 5-3-3-1 The principal shall have the right to require that each licensed professional work up to a maximum of 22.5 hours per school year outside of the 40-hour schedule, without additional compensation, to enhance the school’s relationship with parents, guardians and the community and to support the educational mission of the school. It is intended that the additional 22.5 hours will include activities such as, but not limited to, parent-educator conferences, Back-to-School Nights, Open House, PTA meetings and graduation.
- 5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students’ needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.
- 5-3-5 Educators shall have a duty-free lunch of no less than thirty (30) minutes, exclusive of passing and inter school travel time. Licensed professionals may leave the building during their duty-free lunch provided their absence does not interfere with scheduled duties.
- 5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative

planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee should consider allocations of approximately 80% for individual planning time and 20% for collaborative planning and meeting times with no less than 30-minute blocks for individual planning time.

- 5-3-7 An educator who uses their planning period to cover a class due to a lack of a substitute will be compensated at \$20 per hour. Elementary educators will be compensated for taking on additional students due to the lack of a substitute educator. Such compensation may be paid proportionately with the monies that otherwise would have been paid to the substitute teacher.
- 5-3-8 Educators who must travel within the work day shall be scheduled with adequate time for travel, a duty free lunch, and planning time. Mileage for such educators will be paid in accordance with IRS guidelines.

## **Article 6**

### **6 Professional Development**

- 6-1 For educators to be as effective as possible, they must expand their knowledge and skills to implement the best educational practices. Professional development should be designed collaboratively as a part of the school improvement process and aligned with District goals. Systemic practices should be developed to ensure improvements in student achievement. Each school's collaborative leadership team will be responsible for implementing the professional development relevant for that school.
- 6-2 District level professional development will be aligned with the needs of District and school communities and the instructional skills outlined in the evaluation process. Some District level professional development may be mandatory.
- 6-3 All District and school provided professional development, mandatory or voluntary, shall be granted in-service credit for purposes of re-licensure as per Colorado Department of Education guidelines.
- 6-4 Professional development should be aligned with the teaching skills described on the evaluation rubric. Educators should be offered differentiated professional development based on the areas of need for that educator as identified by the evaluation process, performance management cycle, and school improvement plan, including differentiated induction and mentoring programs for newly hired educators.
- 6-5 An annual amount of \$62,400, subject to approval of the budget, will be available and managed in the Human Resources Department to provide funds for educators who desire to attend instructional area conferences with prior approval of the appropriate District

administrator. A Professional Growth Committee consisting of four (4) classroom educators appointed by the Association, and one (1) administrator appointed by the Superintendent or designee will review all applications for professional growth funds and make appropriate recommendations.

## **Article 7**

### **7 Educator Evaluation**

- 7-1 One of the most important factors in advancing student achievement is to have an effective educator in every classroom and position.
- 7-2 Both parties recognize that evaluations serve as a basis for:
- A. The improvement of instruction,
  - B. Enhancement of the implementation of programs of curriculum, and
  - C. The measurement of the professional growth and development and the level of performance of licensed personnel.
- 7-3 Student assessment data will comprise a portion of the evaluation of the educator in accordance with Colorado law. The student growth portion of evaluation will be determined by the Superintendent with input from the Educator Evaluation Committee as outlined in article 7-4 below.
- 7-4 A collaborative Educator Evaluation Committee will be established with both educator and administrative representatives. Educator representatives will be appointed by JCEA. The committee will be charged with providing input on:
- A. The student growth portion of the evaluation;
  - B. The development of the evaluation rubrics for special education and related services personnel, teacher librarians, resource teachers, curriculum coordinators, instructional coaches, deans, and counselors; and
  - C. Evaluation improvement opportunities including peer evaluators, and other systems to improve the overall evaluation process.
- 7-5 All evaluators shall have their principal or administrator license or their designees shall have received education and training on evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional, and credible evaluations of personnel. All evaluators must be designated administrators or Evaluation Coaches.
- 7-6 Any monitoring or observation of the work performed by an educator will be conducted openly and with full knowledge of that educator and will include observations of activities such as classroom instruction, weekly data meetings, professional learning communities, and other non-teaching duties.



- 7-7 Video or audio taping can be an effective gauge of performance and may be permitted upon mutual agreement of the educator and the principal or a building-level designee. Appropriate safeguards should be taken to comply with FERPA.
- 7-8 Security cameras shall not be used for the purpose of evaluation except when data from security cameras is used to verify a disciplinary incident.
- 7-9 Lack of participation by an educator in extracurricular activities (outside the assigned workday as per the Agreement) will not form the basis for a less than effective evaluation of the educator.
- 7-10 In order to be included in an educator's evaluation, complaints, concerns or observations from students, parents, colleagues or other District staff must have been vetted and shared with the educator in a timely manner, and the educator must have been given an opportunity to respond.
- 7-11 Timelines and observations for evaluating professional practices
- 7-11-1 The evaluation process will begin at the beginning of the school year and be completed in the spring. Probationary educator evaluations, for the professional practices part of the evaluation, shall ordinarily be completed by early April and the final evaluation conference will ordinarily be held by mid-April. The professional practices part of the evaluation for non-probationary educators shall ordinarily be completed by early May and the final conference ordinarily held by mid- May.
- 7-11-2 Within the first six weeks of the school year each principal will meet with educators to review the process, timelines, and rubrics. Educators will complete a self-assessment to familiarize themselves with the rubric and to identify areas for personal growth.
- 7-11-3 All probationary and non-probationary educators will be evaluated each year.
- 7-11-4 All probationary and non-probationary educators will have at least one (1) required observation prior to winter break. Probationary educators will have at least one (1) more required observation. Evaluators who have performance concern(s) about the overall effectiveness of a non-probationary educator will schedule at least one (1) more required observation. The evaluator should spend sufficient time in the classroom and/or in observation of assigned job responsibilities to justify the conclusions contained in the evaluation. This would generally be a full class period for secondary educators and a whole lesson for elementary educators.
- 7-11-5 Numerous informal classroom visits of varied lengths may provide additional data for the evaluation process. Although each informal classroom visit does not require formal documentation, educators will be provided feedback from the informal observations. As data is gathered over time, educators will receive updated performance feedback. A conference will be held if performance declines or if either party requests one.

- 7-11-6 Observations may be scheduled with the educator in advance or may be unannounced. Scheduled observations will not require a preconference, but if requested by either party, a conference will occur. After an unannounced visit, a follow-up visit will be scheduled upon request of the educator.
- 7-11-7 A post observation dialogue between the educator and the evaluator shall be held in a timely fashion after each required observation for the purposes of delivering constructive feedback and identifying any areas of concern that could lead to a less-than-effective evaluation. Post observation dialogues shall include evidence gathered from the observation and the educator, and be documented on designated District forms. Educators are encouraged to share evaluation feedback with a peer who can assist them, such as Instructional Coaches, department chairs or other colleagues.
- 7-11-8 Observations and evaluations of building-based educators shall be made by the principal, an administrative designee, or a designated evaluation coach. Other district administrators may be asked to perform additional observations as needed.
- 7-11-9 Instructional coaches may participate in post-observation conferences with the consent of the educator being evaluated. The purpose of such participation is to understand performance concerns so as to assist the educator by monitoring progress and providing strategies for improvement. Any informal observation by the instructional coach shall not be included in the formal evaluation but shall be for assisting the educator in improving instructional practices.
- 7-11-10 Each educator will be given a copy of the final evaluation report prepared by the evaluator(s) at least one (1) school day before the conference to discuss it. No report shall be submitted to the central administration, placed in the educator's files, or otherwise acted upon without a prior conference with the educator. Such report shall be signed by both parties to indicate only that the report has been reviewed.
- 7-11-11 The formal evaluation of educators in a split-school assignment shall be completed by an evaluator in the building in which such educators have the majority of their educational responsibilities unless otherwise agreed to by the administrators in the buildings in which they work.

7-12 Notice of performance deficiencies and dismissal

The intent of this section is to provide for identification of and give notice to the educator of less than effective skills as noted on the evaluation rubric. Additionally, it is to provide resources for the improvement of instruction and periodic feedback to the educator on progress or lack thereof. Less than effective performance can lead to dismissal, loss of non-probationary status, or non-renewal and any improvement plan should be taken seriously by both educator and evaluator.

- 7-12-1 If performance expectations are not being met by an educator, a Performance Improvement Plan (PIP) shall be issued to the educator as soon as possible, but no later than January 30<sup>th</sup>. An educator will have a minimum of six to ten (6-10)

weeks to successfully meet the expectations contained in the document. At the end of that time, the document can be extended if expectations are not being met. If a situation arises after January 30<sup>th</sup>, a PIP can still be issued to document performance concerns but the concerns will be provided to the educator as soon as practicable after the concern arises.

- 7-12-2 Any areas of deficiency or less than effective performance shall be addressed in a written PIP and will include the following:
- A. Identification of specific deficiencies from the performance rubric.
  - B. Specific recommendations to improve performance.
  - C. Acceptable levels of performance from the rubric.
  - D. Timeline in which improvement is to occur including regular conferences between the educator and evaluator.
  - E. A description of the assistance the administrator will make available to the educator.
- 7-12-3 After educators receive a PIP, additional supports shall be made available to the educator, when appropriate, including but not limited to release time for classroom observations of effective educators, additional professional development, etc. It is the educator's responsibility to take advantage of the additional supports. It is the principal's responsibility to monitor progress and provide regular, timely feedback.
- 7-12-4 If the evaluator believes the alleged performance deficiencies of an educator justify non-renewal or dismissal, the educator should be specifically advised of the alleged deficiencies and that failure to correct them will result in a recommendation for dismissal or nonrenewal.
- 7-12-5 If a recommendation for educator non-renewal or dismissal is made by the evaluator, written notification shall be provided to the educator prior to the meeting of the Board at which action is to be taken. Notice of nonrenewal of a probationary teacher shall be provided to the educator prior to June 1<sup>st</sup> as provided by law.
- 7-12-6 An educator who is recommended for non-renewal or dismissal shall be provided a copy of the final evaluation document before the recommendation for dismissal or non-renewal is finalized.
- 7-12-7 The provisions of this article refer to evaluations of instructional practices and professional responsibilities. Understanding that a scenario may arise wherein an educator has both fallen short of instructional practices and professional responsibility expectations and at the same time has violated one or more guidelines, directives, regulations, policies or laws; nothing contained in this Article 7 shall be construed as a limitation on the District's authority to address both situations separately providing the educator with a PIP for the instructional

practices and professional responsibility portion and also providing the educator with formal counseling or other forms of discipline for any misbehavior or misconduct.

#### 7-13 Appeals of Final Professional Practices Evaluation Rating (PPER)

The purpose of this appeal procedure is to provide a fair and expeditious manner for resolving concerns that an employee has regarding their PPER which is the behaviors, skills, knowledge, and disposition that educators should exhibit and which is evaluated through observation and discussion between the educator and the evaluator.

##### 7-13-1 The grounds for an appeal are limited to the following:

- A. The evaluator did not follow evaluation procedures outlined in this Article and the failure to do so had a material impact on the final PPER that was assigned (e.g., an observation was never completed or feedback was never shared with the educator); or
- B. The data relied upon was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible); or
- C. The educator being evaluated believes evidence was ignored or not considered in the process and this evidence would have a material effect on the final PPER that was assigned.

##### 7-13-2 Step One – Administrator Meeting

If an employee is dissatisfied with their PPER, the employee must submit a Step One appeal form no later than five (5) business days after receiving the PPER to their evaluator requesting an informal meeting to discuss and attempt to resolve the PPER.

Both the employee and evaluator may be accompanied by a representative at the Step One Administrator Meeting. The employee and the evaluator will attempt to resolve the issue. The meeting shall occur within ten (10) business days of the written request.

##### 7-13-3 Step Two – Achievement Director Inquiry

If a satisfactory resolution of the issue is not reached at Step One, the employee may initiate Step Two with the employee's Achievement Director by filing a Step Two appeal form directly with the Office of School Effectiveness within five (5) business days of the Step One meeting. A meeting shall occur within ten (10) business days of the written request. If the employee's Achievement Director was involved at Step One, a different Achievement Director will be assigned at Step Two.

Both the employee and an Achievement Director may be accompanied by a representative during the Step Two Achievement Director Inquiry. At the Step

Two Achievement Director Inquiry, the employee will have the opportunity to further discuss the grounds of the appeal and submit any supporting documentation. The parties are encouraged to thoroughly discuss the concerns and resolve the issues but the Achievement Director Inquiry will be limited to 1 hour unless extended by mutual agreement.

The Achievement Director conducting the meeting will transmit a written response to the employee within 10 business days of the Step Two Achievement Director Inquiry. This deadline may be extended by mutual consent. If deemed necessary, the Achievement Director may conduct an independent investigation into the matters raised by the employee during the meeting. The Achievement Director may uphold or elevate the PPER.

7-13-4 Step Three – Chief School Effectiveness Officer Review

If a satisfactory resolution of the issue is not reached at the Step Two review, the employee may initiate a Step Three Review. The employee must file a Step Three appeal form in writing directly with the Office of School Effectiveness within five (5) business days of the receipt of the Achievement Director’s written response. The written review request may not contain any new evidence.

Upon receipt of a properly completed and timely written review request, the Chief School Effectiveness Officer, or designee, will review all documents submitted at Step Two and then issue a written decision to uphold or elevate the PPER within fifteen (15) business days.

The determination at Step Three is final. Copies of this decision shall be transmitted to the employee, the employee’s evaluator and the employee’s Achievement Director.

7-13-5 All documents and proceedings related to the appeal process shall be confidential.

7-13-6 All deadlines may be extended by mutual agreement.

7-14 Appeals of Second Ineffective or Partially Effective Rating for Non-Probationary Educator

7-14-1 The following requirements shall apply to the appeal process for a non-probationary educator to appeal a second consecutive PPER of ineffective or partially effective. For purposes of the appeal process, a rating of ineffective and a rating of partially effective will carry the same consequence; an educator shall lose non-probationary status after receiving two consecutive ratings of either ineffective or partially effective. The appeal process shall allow for a final determination of the educator’s PPER and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment or termination.

If an educator’s PPER of partially effective changes to effective or higher when the student growth data is added, the appeal decision shall become moot.

- 7-14-2 Beginning with the 2015-16 academic school year, a non-probationary educator who objects to a second consecutive PPER of ineffective or partially effective shall have an opportunity to appeal that rating to the Superintendent. The appeal process shall be voluntary for an educator and initiated only if the educator chooses to file an appeal.
- 7-14-3 The non-probationary educator shall have the burden of demonstrating that a rating of effective was appropriate. The grounds for an appeal are limited to the following:
- A. The evaluator did not follow evaluation procedures outlined in this Article and the failure to do so had a material impact on the final PPER that was assigned (e.g., an observation was never completed or feedback was never shared with the educator); or
  - B. The data relied upon was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible).
- 7-14-4 The appeal process shall begin on the date that an educator receives a second consecutive Performance Evaluation Rating of ineffective or partially effective and shall conclude no more than thirty (30) business days after receipt of the Performance Evaluation Rating. An educator shall file an appeal by submitting it to Employee Relations within ten (10) business days after receiving the rating. These time requirements may be waived by mutual agreement of both the educator and the District.
- 7-14-5 An educator is permitted only one (1) appeal for the second consecutive Performance Evaluation Rating of ineffective or partially effective. An educator filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived.
- 7-14-6 Review Panel and Process
- 7-14-6-1 A District review panel shall be appointed prior to the beginning of the 2015-16 school year. Panel members shall be selected and trained regarding the evaluation and appeal procedure in a manner designed to ensure the credibility and expertise of the panel members. The panel shall be comprised of equal numbers of educators and administrators, with no more than six panel members total. The Association will select the educators to serve on the panel. A process shall be developed to ensure continuity of the review panel members.
  - 7-14-6-2 The review panel shall serve in an advisory capacity to the Superintendent. The Superintendent shall be the final decision-making authority in determining the educator's final Performance Evaluation Rating.

- 7-14-6-3 The review panel shall be comprised of members who were not directly involved in the evaluation process for the appealing educator, employed at the appealing educator’s school, or related to the appealing educator. The Superintendent will not be a member of the review panel.
- A. The appealing educator shall be given the opportunity to provide evidence to the review panel in writing. The review panel shall review any written information provided by the appealing educator prior to meeting to render a recommendation.
  - B. The review panel may invite the educator or educator’s principal to present information or evidence in writing where clarification is necessary; however, the educator and principal shall have the right of refusal without prejudice.
  - C. In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the Superintendent if the panel is not able to reach unanimous consent.
- 7-14-7 The Superintendent shall be the final decision-making authority in determining an educator’s final Performance Evaluation Rating and whether a non-probationary educator shall lose non-probationary status. The Superintendent shall provide a written rationale for the final determination.
- 7-14-8 If the Superintendent determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the educator shall receive a “no score” and shall not lose non-probationary status. However, if in the following academic school year that educator receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the educator shall be subject to loss of non-probationary status.
- 7-14-9 This appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of non-probationary status.

## **Article 8**

### **8 Licensed Educators, Resources and Class Size/Case Loads**

- 8-1 The District and the Association have a shared commitment to providing a broad-based, consistent education to all Jeffco students. This includes an educational program that seeks to educate the whole child including content mastery, critical thinking skills, creative expression, citizenship, multicultural proficiency, communications, and social and emotional skills as well as to support schools in meeting the Jeffco Schools' Vision 2020.
- 8-2 To achieve such a broad-based goal, professional educators from many disciplines are necessary including world language, fine arts, physical education and other elective educators, mental and physical health professionals, counselors, digital teacher librarians, special education educators, and educators in core curricular areas such as language arts, social studies, mathematics, and the sciences. Additionally, various District or school-based programs, including summer programs, can provide academic enrichments and vocational skills that enable students to be college and career ready in the 21<sup>st</sup> century.
- 8-3 Buildings are encouraged to use the American School Counselor Association (ASCA) standards to help educators, counselors and others in the development of students' social and emotional needs. In order to meet the social and emotional needs of students, schools may consider partnering with other organizations to ensure that all students receive necessary assistance to support development and growth.
- 8-4 The following educators will be staffed based on the needs of the school and in accordance with best practices identified by the school leadership team and District leadership team. These guidelines are intended to provide assistance to schools in their allocation of resources to support the learning environment desired by their local community and aligned to the school improvement plan objectives.

#### **8-4-1 Classroom Educators**

Schools will determine the number of classroom educators needed to meet the needs of the student and community populations served in accordance with the school's improvement plans and philosophy.

Each school will ensure that staff have adequate resources to deliver instruction appropriate to their specialties.

#### **8-4-2 Digital Teacher Librarians**

A Digital Teacher Librarian who either holds a valid license and has a teacher librarian endorsement or has completed, or is willing to complete, the District Digital Teacher Librarian (DTL) certification may be employed in the school as a Digital Teacher Librarian. Failure to complete the induction courses or make adequate progress towards the DTL certification may result in displacement from the teacher librarian position. The teacher librarian serves as teacher, building-based leader of technology and information literacy, instructional partner with classroom teachers, and resource manager within the school community.



#### 8-4-3 Counselors

Counselors provide current, and individualized resources for college and career planning as well as identifying proper class placement and managing and creating school-wide interventions and programs that support all students and the school community. The District and the Association agree that only fully licensed counselors shall be assigned to counseling positions within the District as set forth by the Colorado Department of Education. The primary duty of counselors will be to effectively and efficiently implement the District's approved Comprehensive Guidance and Counseling Program (CGCP).

Counselors will have adequate time for professional development as well as collaboration and planning within the counseling department and with fellow educators.

#### 8-4-4 Instrumental Music

Elementary instrumental music opportunities (band and orchestra) contribute to student development and, for some students, introduce an elective that will accompany them through their school years. The District and the Association agree that the budgeting process will include the staffing required to offer instrumental music in all Jeffco elementary schools. Each school community will consider the teaching facilities and equipment to meet the needs of students enrolled in instrumental music programs.

#### 8-4-5 Special Education

The District and the Association recognize that in order to ensure special needs and at-risk students achieve educational standards, it is necessary to provide specialists trained in the various areas of development. The District agrees to provide special education educators/diagnosticians, school psychologists, social workers, educational consultants, nurse consultants, speech/language specialists, and other specialized personnel in low incident programs to provide services to those students in need.

A collaborative committee(s) will be established to actively solicit district-wide educator and administrator feedback regarding Exceptional Student Services.

The following positions provide services to special needs and at-risk students:

##### District-based positions

8-4-5-1 Itinerant teams who provide district-wide services such as assistive technology assessment team (ATAT), vision, deaf and hard of hearing (DHH), audiologist, preschool and center program staff, will be considered District-based positions.

8-4-5-2 District-based staff may be re-assigned due to changes in program location or student need across the District. In cases of re-

assignment for center program staff, the District will make every effort to assign staff within a requested geographic area.

- 8-4-5-3 Center program educators will be evaluated by building administrators in collaboration with special education administrators. All other District-based staff will be evaluated by special education administrators.
- 8-4-5-4 Licensed compliance specialists will be evaluated by special education administrators.

Area and building-based positions

- 8-4-5-5 Psychologists, social workers, speech language pathologists, and motor staff are considered area-based positions and are often referred to as SERS positions (special education and related services).
- 8-4-5-6 Area-based staff may be re-assigned within their current area due to specific building needs or student needs. Consideration will be given to a staff member's request for a specific location.
- 8-4-5-7 Area-based staff will be evaluated by a building administrator if they are assigned to one (1) or two (2) buildings. If assigned to more than two (2) buildings, they will be evaluated by special education administrators.
- 8-4-5-8 Special education educators are considered building-based positions and may apply to vacancies posted on the District website. Building based positions are evaluated by building administration.
- 8-4-5-9 Schedules for special education educators and SERS personnel may be determined in consultation with the employee, special education department, and the building principal. Special education educators and SERS staff may be evaluated in consultation with special education administrators who understand the nature of the individual's job responsibilities.
- 8-4-5-10 The identification of SERS staff shall take place at a pool/ District level with qualified practitioner participation. After they have been approved at the District level they may be interviewed at the school level if necessary.

8-5 Class Size

- 8-5-1 The District and the Association acknowledge that class size is a function of many factors, including course objectives, curriculum/subject matter, age and skill sets of students, number of students with special needs, class scheduling patterns, and school improvement plans. Students will not be placed in any classroom in numbers larger than the capacity of the teaching facilities and stations available in that classroom. Additionally, the parties recognize that some classes,

curriculum and students require more intensive work and some could benefit from larger class sizes.

8-5-2 Class configurations and student workload can best be determined at the school level, collaboratively between administrators and educators. Schools will use the collaborative structures outlined in Article 10 to determine class configurations and workloads that are optimal for that school. Consideration will be given to high needs schools and individual classes with disproportionate numbers of SPED or ESL students. Soliciting input from all stakeholders may be a part of this process.

8-5-3 Every effort should be made to ensure equitable workloads for educators considering the desired student outcomes.

8-5-4 The District and Association acknowledge that class configurations are impacted by local needs and resources. The following are guidelines for school collaborative teams to use in determining class configurations and sizes.

8-5-5 Elementary Classroom Guidelines:

<b>Grade Level</b>	<b>Guidelines for Class Size per Sections Offered</b>
K-3	18-24
4-6	22-30

8-5-6 Elementary Elective Guidelines:

Elementary electives play an important role in facilitating student development as well as providing planning and collaboration time for classroom content educators. The school collaboration team for each building in which an educator has an assignment will make an effort to include input from elementary elective educators when developing class configuration, class scheduling, and daily student schedules (a.k.a. Bell Schedule). Elementary elective classes will be combined only when necessary, and if combined an effort will be made to not combine more than thirty (32) students per class.

Electives FTE	Number of Sections		
0.5	2	3	4
1.0	5	6	7
1.5	8	9	10
2.0	11	12	13
2.5	14	15	16
3.0	17	18	19
3.5	20	21	22
4.0	23	24	25
4.5	26	27	28
5.0	29	30	31
5.5	32	33	34
6.0	35	36	37

8-5-7 Digital Teacher Librarian and Counselor Case Load Guidelines:

Position	Guidelines for Case Load
Digital Teacher Librarian	<p>Every school will provide at a minimum one half-time Digital Teacher Librarian.</p> <p>Schools with more than 400 students shall provide a full-time Digital Teacher Librarian.</p> <p>Adjustments to digital teacher librarian staffing during the budgeting and staffing process shall be supported by the school collaborative committee and approved by the Achievement Director.</p> <p>The District shall work to coordinate pairing half-time positions.</p>

Elementary Counselor(s)	Elementary schools may consider the utilization of a counselor if supported by the community needs or school improvement plan.
Secondary Counselor(s)	Secondary counselors should have a caseload of 300 to 400 students per counselor. Ratios should take into account the unique needs of the student population served, the community needs, as well as the school improvement plan.

- 8-5-8 The maximum student load for secondary educators’ teaching assignments shall be 150 students per grading period. To exceed the maximum, the principal will collaborate with the affected educator to insure that course objectives and safety standards can be met with the additional students. Laboratory classes shall not exceed the number of students who can be taught safely at the number of work stations in the classroom.
- 8-5-9 The student count maximum described in 8-5-7 will not apply to a supervisory assignment. Supervisory assignments may include tutoring, advisory, study hall, access period, enrichment period, help sessions, etc., as well as supervising student safety and student behavior during a block of time during the school day. Supervisory assignments may require minimal planning or assessment of student performance (e.g., assessment, if required, should be limited to pass/fail; complete/incomplete).

**Article 9**

9 Student Discipline and Educator Protection

- 9-1 Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the District. Consistent with this interest, principals who have discipline information concerning students enrolled in the District will communicate that information to all educators who have direct contact with those students to the extent permitted by state and federal law, district policy, and law enforcement direction. Any educator who is informed of this information shall maintain its confidentiality and shall not communicate it to any other person.
- 9-2 Any incident of physical and/or verbal threat or assault upon an educator shall be reported promptly by the educator and will be addressed in accordance with District policies GBGB and GBEP. Any change to these policies will be made in collaboration with JCEA.
- 9-3 Should a student assault or harass an educator, or be accused of committing any other offense under the Colorado Criminal Code which is directed toward the educator, while on school premises or during a school sponsored activity, and if the student’s action results in damages to the personal property of an educator, the educator may file a claim with the District for reimbursement of those claimed damages.

- 9-3-1 The Chief Financial Officer or designee shall determine the eligibility for reimbursement and the amount to be paid, if any, on a case-by-case basis. In evaluating the request, consideration will be given to the nature of the alleged offense, mitigating or extenuating circumstances, and the effect on District morale and efficiency.
- 9-4 When educators are charged with crimes, other than a traffic offense, as a result of the performance of their official duties, the District will consider reimbursement to the employee for all or a portion of the out-of-pocket expenses incurred by the employee in the defense of the charge in accordance with the following guidelines:
- 9-4-1 An educator will be eligible to submit a claim for reimbursement of legal fees and costs associated with the educator's criminal defense if all of the following circumstances exist:
- A. The educator is charged with an offense which is alleged to have occurred in the course and scope of the educator's employment and in the performance of an official duty or function;
  - B. The educator has given the District notice of the charge and has requested legal representation by the District but was denied representation; and
  - C. Upon the occurrence of one or more of the following:
    - I. Criminal charges are withdrawn or dismissed prior to the entry of any plea,
    - II. Criminal charges are withdrawn or dismissed by the court after the entry of a plea of not guilty, or
    - III. The educator is found to be not guilty by a court or a jury and the appeal process is completed.
- 9-4-2 The Chief Financial Officer or designee shall determine the amount to be paid on a case-by-case basis. In evaluating the request, consideration will be given to the nature of the alleged offense, mitigating or extenuating circumstances, and the effect on District morale and efficiency.
- 9-5 If an educator is sued in connection with an incident that occurred during the course and scope of the educator's employment, the district will provide legal counsel to defend the educator against the claim.
- 9-6 The District will provide training to ensure educators have the knowledge to address disruptive and threatening behavior safely and appropriately.

## **Article 10**

### 10 Collaboration

- 10-1 The District and the Association agree that student achievement is improved when instruction is delivered in an organizational culture that is committed to principles of collaboration and shared leadership. Collaborative decision-making shares responsibility for needed changes and accountability for results.
- 10-2 A culture of collaboration and shared leadership shall reflect the following:
- A. A shared commitment to student achievement that is accomplished through mutual trust, respect and accountability;
  - B. Administration and staff collaborating to achieve the vision, mission, values, beliefs and goals of the District and school;
  - C. Opportunities for staff to participate in systemic school change efforts;
  - D. Meaningful and authentic opportunities for educators to use leadership skills both within the building and the District;
  - E. Frequent, meaningful and proactive discussions between administration and staff; and
  - F. An opportunity to celebrate successes.
- 10-3 The District and the Association acknowledge that structures adopted for collaboration and shared leadership are not as important as the commitment to a collaborative culture and shared leadership. Administrators and staff, as a whole, are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving.
- 10-4 Collaboration teams should strive to have: consistent meeting times; norms that every stakeholder agrees to; meeting agendas that all staff have access to; and decision making processes which meet the District accreditation plan and related policies and guidelines.
- 10-5 The District, working with the Association, will develop a system of ongoing review and evaluation of District level and school-based collaboration structures to ensure that principles of collaboration and shared leadership are adhered to and enforced.
- 10-6 The District and the Association acknowledge that staff and administration are mutually accountable to each other and that creating an effective culture of collaboration and shared leadership is an essential part of this Agreement. On an annual basis, each school will submit for review by the District and the Association, a written outline of the shared leadership structure and collaborative decision making process implemented at the school. It is the intention of the District and the Association that the principles of collaboration and shared leadership discussed here are to be guiding principles for the parties as they implement other provisions of this Agreement.
- 10-7 District and JCEA Collaboration Committee (DJCC)

- 10-7-1 The DJCC, comprised of members of the Superintendent’s cabinet and educator representatives selected by the Association, will be formed and charged with the responsibility of establishing, supporting and overseeing systems of collaboration throughout the District. The DJCC will coordinate its work with existing structures and programs such as strategic compensation, 1338 committee, and summer institute. The DJCC will provide assistance to the schools when there are breakdowns in the collaborative systems established at the school level.
- 10-7-2 At a minimum, the DJCC will engage the following issues:
- A. Curriculum, assessment and instructional practices;
  - B. Professional development;
  - C. School resource allocation;
  - D. Behavior management and student discipline strategies; and
  - E. A balance between professional autonomy and a collaborative team approach to create continuous improvement.
- 10-8 School Based Collaboration
- 10-8-1 Each school shall have in place at least one structure that provides an opportunity for staff selected representatives to work collaboratively with administration. It is intended that the structure established by the school will have available to it a wide range of data so that an environment conducive to analysis and student and staff improvement exists. The school shall review its shared leadership structure and decision making process at least annually with its entire school staff and seek ways to involve parents and students in the collaborative process.
- 10-8-2 Multiple methods will be used to train school based collaboration teams. The District and the Association will work together to help schools set up collaborative systems.
- 10-8-3 The District and the Association agree that schools should decide for themselves what collaborative structures work best for them and that collaboration and shared decision making can be accomplished through a variety of structures and processes. Existing examples of school-based collaborative structures include Leadership Advisory Teams, School Cabinet, Success in Sight, Adaptive Schools, department and grade-level teams, subject or content area teams, school improvement teams and other school committees.
- 10-8-4 At a minimum schools will address the following issues using the collaboration and shared leadership structure established pursuant to this Article:
- A. Curriculum, assessment, and instructional practices;
  - B. Professional development;



- C. School resource allocation and budget priorities;
- D. Behavior management and student discipline strategies;
- E. Analysis of student performance data to be used to improve student performance;
- F. School-based calendars, school schedules, scheduling models and staff utilization that affect the whole school;
- G. School-wide interventions for groups of students;
- H. Local school processes for grading and reporting, parent communication, and other tasks that affect student learning;
- I. Expectations for work that grade-level, content, and other school teams will accomplish;
- J. A balance between professional autonomy and a collaborative team approach to create continuous improvement;
- K. Hiring practices for licensed professionals; and
- L. Class configuration and size.

10-9 Shared Accountability and Conflict Resolution

- 10-9-1 Structures of collaboration and shared leadership provide educators with the autonomy to do what is best for each student, and the professionals take upon themselves the responsibility for ensuring that high standards of practice are met. In this professional culture, staff and administration will work together to resolve building-based problems and to resolve conflicts with student learning at the center of all such decisions.
- 10-9-2 It is both the right and the responsibility of individuals involved in a conflict situation to attempt to resolve conflict on an informal basis. Informal resolution is best achieved when addressed as close as possible to the source of the conflict. In some cases, however, it is necessary to explore other resources and investigate alternative methods of dispute resolution.
- 10-9-3 The District and the Association commit to settle the differences of employees by focusing on basic interests, developing mutually satisfactory options, and acknowledging the respective rights and responsibilities of those involved.
- 10-9-4 Each school will establish, or commission an existing group in the building, to serve as a Professional Problem Solving Committee (PPSC). The PPSC should, at a minimum, be comprised of three educators selected by the educators in the building and the principal and assistant principal (if there is one). Individual members of the PPSC may be requested to mediate disputes between staff. In

the event such mediation is unsuccessful, and as discussed below, the PPSC will work with the principal and the complaining party to find a resolution.

10-9-5 Disputes pertaining to any of the following will not be subject to the complaint resolution process described in this section. These matters will be addressed by processes described in either Article 7 Evaluations, Article 19 Appeals, or District policies.

- A. Complaints regarding disciplinary actions, letters of direction, action plans, improvement plans, counseling memoranda, termination of probationary or temporary employees, or non-renewal of contracts;
- B. Complaints regarding PPER;
- C. Complaints regarding alleged sexual harassment violations or discrimination; or
- D. Any matter where the method of review or the procedure is prescribed by law, or where the Board is without the authority to act.

10-9-6 Step 1 – Meeting Between Parties

In most cases, professionals should be expected to address complaints and concerns directly with the person with whom there is a conflict. If the conflict is with another staff member, the employees should attempt to resolve the issue between themselves. If the educator has an issue with a supervisor (principal or assistant principal), he or she should first attempt to resolve it with the supervisor. The educator or the supervisor may ask a member of the PPSC to attend any meeting at which there is an initial effort to resolve the issue.

10-9-7 Step 2 – Building Level PPSC

If the issue is not resolved at Step 1, then the educator may request (in writing), within ten (10) school days, a meeting with the PPSC. The PPSC will hear the educator's complaint and work with the complainant to explore interests and develop options. The goal is consensus. In the event a consensus cannot be reached, the principal will, after considering all interests and options, make a decision. The fact that the principal may be the subject of a complaint does not invalidate this Step 2 Process. Along with the other members of the PPSC and the complainant(s), the principal must work in good faith to develop creative solutions to problems and reach outcomes that mutually benefit those involved and affected.

A written summary of the complaint and outcome of the Step 2 PPSC process must be prepared within ten (10) school days of the completion of that process and be provided to the parties.

10-9-8 Step 3 – DJCC Review

If an issue is not resolved during Step 2, then the educator may request (in writing), within ten (10) business days, a review by the DJCC. The meeting to review the complaint will be facilitated by the Achievement Director responsible for that building. The goal is consensus. If after considering all the interests and options the DJCC is unable to reach a consensus, the Achievement Director will make the final decision.

The review shall take place within fifteen (15) business days of the employee's written request. A written summary of the complaint and outcome of the DJCC review will be prepared within ten (10) business days of the completion of the review.

- 10-9-9 Issues that arise at the District level, or which are district-wide in scope, may be referred directly to the DJCC. The meeting will be facilitated by the Chief School Effectiveness Officer. The goal is consensus. If after considering all of the interests and options the DJCC is unable to reach consensus, the Chief School Effectiveness Office will make the decision. A written summary of the complaint and outcome must be prepared within ten (10) business days.

The decision of the Chief School Effectiveness Officer may be appealed to the Superintendent. The appeal must be submitted in writing to the Superintendent within ten (10) business days of the receipt of the written summary. The Superintendent will review the written summary and decision and conduct a review meeting with the Chief Legal Counsel (or designee) and a director of the JCEA. The Superintendent's decision shall be final and all administrative remedies will be deemed exhausted.

- 10-9-10 Except as set forth herein, educators in a split school assignment shall follow the procedure set forth in this article within the building in which the conflict occurs. If the conflict involves more than one (1) school the principals from all schools involved shall meet with the educator in an attempt to resolve the conflict. The principals involved shall agree on the resolution and determine who will prepare the summary referred to in 10-9-7. If there is no resolution or if the educator disagrees with the resolution, the educator may follow the process established in 10-9-8 and 10-9-9.

## **Article 11**

### **11 Academic Freedom**

- 11-1 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of, and respect for, the United States Constitution and the Bill of Rights, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints which encourages academic freedom.
- 11-2 Instruction that involves controversial issues or materials must be taught within the Board adopted content standards and curriculum. Such instruction must be under the direction of

an educator who is familiar with the goals and objectives, and in accordance with Policy IMB and Regulation IMB-R, Teaching About Controversial/Sensitive Issues. In addition, the instruction must reflect due consideration of the maturity of the students, the values of the community, sound professional judgment, and coordination with the administration. The overriding educational purpose of teaching about controversial issues or using controversial materials must be student achievement in the content standards rather than reaching conclusions as to the correctness of any particular point-of-view.

- 11-3 Complaints about instruction or curriculum, other than discrimination and harassment, will be directed to the school principal. The school principal will arrange a conference as soon as practicable with the complainant and the educator and other persons as necessary. The school principal shall conduct the necessary inquiry and respond to matters of concern.
- 11-4 If the complainant is dissatisfied with the results of the conference, the principal will refer the complainant to District Policy KEC and Regulation KEC-R, Public Concerns/Complaints about Instructional Resources.
- 11-5 The relevant policies in effect as of the effective date of this Negotiated Agreement will remain in effect until the expiration of the term of this Negotiated Agreement or sooner if modified by mutual written agreement.

## **Article 12**

### **12 Hiring, Staffing, and Displacement**

12-1 An educator may be assigned to a particular school only with the consent of the hiring principal and with input from at least two educators employed at the school and chosen by the faculty of educators at the school to represent them in the hiring process. The hiring principal will make the decision after a review of the educator's demonstrated effectiveness and qualifications, which review must demonstrate that the educator's qualifications and teaching experience support the instructional practices of the school.

#### **12-2 Hiring**

School communities have a shared ownership of collective excellence. As such, a recommendation for the hiring of educators shall be the result of a collaborative process. The hiring process should be fair, open, and legal and result in the hiring of the best person for the job.

12-2-1 The Human Resources team, with input from the DJCC, will develop a licensed staff hiring guide, focused on developing a fair, clear selection process that produces the best hiring decisions and outcomes for school communities. The licensed staff hiring guide will serve as the protocol for the hiring and selection process which will include training for school-level selection committees.

12-2-2 The hiring cycle will commence second semester as soon as available, ongoing positions are identified for posting and after displaced educators have been identified and notified. The hiring cycle will conclude by mid-July.

- 12-2-3 Each school will establish a hiring committee for each open position using the guidance provided in the licensed staff hiring guide. At least two of the committee members, shall be chosen by the educators of the school.
- 12-2-4 The hiring committee will have access to all relevant information necessary to recommend a final candidate for hire.
- 12-2-5 To the extent possible, the hiring recommendation by the committee should be reached by consensus. The principal will make the final decision, and report that decision to the committee.
- 12-2-6 Every effort should be made to hold hiring committee meetings outside of school hours so as not to disrupt instruction for either committee members or educators who will be interviewed.
- 12-2-7 The hiring committee may seek assistance from District-level resources to fill specialty positions.

12-3 Reassignment

Educators will be assigned to a specific school or to a District-level position. School-based administrators shall have the right to make reassignments within their school; District-based administrators shall have the right to make reassignments within their program. In all cases positions that result in increased pay, or increased work year will be posted. Reassignment shall mean a shift of an educator within a department, grade level or team or from one department, grade level or team to another within a building, or, in the case of District-based positions, between buildings and service areas.

- 12-3-1 Teaching positions typically characterized by split school assignments, including but not limited to, elementary art, music, physical education and instrumental music are considered to be District positions. A home school designation is a record keeping convenience and a change to a home school is not considered a displacement. Re-pairing among assignments will occur and, to the extent possible, changes will be minimized. Re-pairings will not be considered a displacement unless, in the process, there are more educators by subject area than District positions available.
- 12-3-2 Reassignments shall not be made for arbitrary or capricious reasons. Educators should be consulted and notified of reassignments as soon as practicable.

12-4 Displacement

Displacement of a probationary or non-probationary educator may occur when a building must reduce positions due to a drop in enrollment; phase-out, phase-in or reduction in a program; school closure, turnaround status, consolidation or reconstitution.

- 12-4-1 Displaced educators at the elementary level will be identified on a building-wide basis.

- 12-4-2 Displaced educators at the secondary level will be identified based on the subject area that they are teaching at the time of displacement. Educators teaching in multiple subject areas will be identified based on the majority of sections taught or, in the case of an equal split, will be identified in multiple areas. Extra one-sixth (1/6th) periods will not be considered. A displaced educator with multiple endorsements shall be reassigned to a vacancy in that same building for which they are highly qualified.
- 12-4-3 Prior to identifying a displaced educator, an administrator will communicate to the staff the number of anticipated classes by grade level and subject area and the number of potential displaced position(s).
- 12-4-4 The principal needs the authority to select effective staff with qualifications and experience to support the instructional practices in the school. In making displacement decisions, the principal will solicit input from the building collaboration team established pursuant to Article 10, and will consider the following:
- A. The educational needs in the building;
  - B. The staff member's qualifications and experience, including length of service in the District and the building, which qualifications and experience demonstrate that the staff member supports the instructional practices of the school; and
  - C. The staff member's most current evaluation rating, as well as evaluation ratings for the immediately preceding two years.
- The authority for the final decision will reside with the school's principal. The decision must be based on the input and factors referenced in this article and shall not be arbitrary or capricious.
- 12-4-5 Educators who have been identified as displaced will be advised as soon as possible but no later than March 1<sup>st</sup> each year. Should the projected number of positions be reduced after that date, any additional displaced educators shall be notified as soon as possible.
- 12-4-6 In instances where declining enrollment or program consolidation in separate buildings causes the combining of teaching positions, and if as a result there is a reduction of positions, the District may choose to create a combined position. Displacement processes as described in 12-4-4 will apply.
- 12-4-7 District-level positions typically characterized by split school assignments, including but not limited to, elementary art, music, physical education, and instrumental music or positions hired centrally and then placed into programs such as gifted and talented, are not subject to mutual consent, except as described in 12-4-8.

- 12-4-8 Educators moving from District-level positions, or split school assignments, into a building-based position will be subject to mutual consent. This includes art, music and physical education positions that are full-time in one building.
- 12-4-9 Displaced educators will be expected to apply to available, on-going positions during the hiring season. The Human Resources Department will establish and implement procedures to ensure displaced educators are interviewed by school hiring committees. A displaced educator may be hired into an on-going position at a particular school only after being interviewed and selected by a hiring committee as described in this Article. This will be considered a mutual consent placement.
- 12-4-10 Displaced, non-probationary educators who were rated effective or higher during the prior school year shall be a considered part of the priority hiring pool. Members of the priority hiring pool will be provided a first opportunity to interview for ongoing positions.
- 12-4-11 If a displaced, probationary educator is unable to secure a mutual consent placement into an on-going open position during the first hiring cycle, the probationary educator will be non-renewed by June 1st. The educator may continue to apply to open positions after non-renewal.
- 12-4-12 If a displaced, non-probationary educator is unable to secure a mutual consent placement into an on-going open position during the first hiring cycle, the educator will be placed into a position for one year only. This position can either be an on-going or temporary position. Even after such a placement, the displaced educator can continue to apply to on-going open positions.
- 12-4-13 If a displaced, non-probationary educator is unable to secure a mutual consent assignment at a school after twelve (12) months, or two hiring cycles, whichever period is longer, the District shall place the educator on unpaid leave until such time as the educator is able to secure an assignment. Educators on unpaid leave will be part of the priority hiring pool until they secure another teaching position, notify Human Resources that they wish to be removed from the hiring pool, or do not respond to District communication within stated deadlines to confirm on-going membership in the pool.

12-5 Administrative Transfer

The educator and the Association will be advised of potential administrative transfers and if, in the view of the Association, the reasons for the administrative transfer are not justified, the Association may refer the matter to the originating school using the conflict resolution process outlined in Article 10. Administrative transfers shall not be subject to mutual consent provisions.

12-6 Opening and Closing of Schools

The District and the Association agree that any staffing changes, necessitated by any of the following, will be discussed with the Association: the opening of schools, the closing of

schools, the movement of educators when a grade level or other group of students is moved from one school or facility to another, and school boundary changes.

#### 12-7 Educator Exchange

Non-probationary educators may agree to exchange their teaching positions for a period of time not less than one (1) year and renewable for one (1) additional year. After two (2) years the exchange may become permanent following a mutual consent process at each school.

12-7-1 Educators interested in an exchange shall be responsible for identifying educators who would be willing to exchange teaching positions with them.

12-7-2 All agreements for an exchange and renewal must be made prior to June 1<sup>st</sup> for the next succeeding school year.

12-7-3 Educators approved for an exchange will be considered a part of the faculty of the school from which they came for such matters as determining displacement except when such exchanges become permanent.

#### 12-8 Part-Time Educators

12-8-1 The District may employ part-time educators when full-time teaching positions cannot be reasonably scheduled. The District will attempt to minimize part-time positions and will pair part-time positions into full-time positions whenever possible.

A. Salary shall be in proportion to an employee's assignment.

B. Reasonable planning time shall be provided taking into account the teaching load.

12-8-2 Educators who are employed full-time in a position which is reduced to part-time will have the right to stay in their position at the reduced time and pay and with the same contract status. If the educator decides not to take the new part-time position, displacement processes as described in this Article will apply.

12-8-3 Part-time positions will be posted internally and externally following Human Resources practices and guidelines.

12-8-4 If a .5 position expands into a 1.0 position the educator holding the .5 position will be guaranteed an interview for the position, assuming an effective or higher evaluation rating. If the educator does not secure the full-time position, displacement processes as described in this Article will apply.

12-8-5 The District is not obligated to create a part-time position to satisfy a part-time educator's preference to remain part-time. Conversely the District is not obligated to create a full-time position if a part-time educator prefers to work full-time. The educator will be placed into an open position, either .5 or full-time at the District's discretion.



12-8-6 School-based educators who are interested in working a less-than-full-time position can apply to open part-time positions or, if the building administrator can create a part-time position that meets student needs, accommodates an educator's preference to work less-than-full-time, and does not impact another building, then provisions under this Article apply.

12-9 Job Sharing

12-9-1 Job sharing is the occupation of a single district position by two (2) non-probationary educators for the entire contract year.

12-9-2 Job shares are voluntary, mutually agreed upon, and must be approved by the educators' principal or immediate supervisor, and Human Resources. Educators are responsible for finding a job share partner, and will submit the completed Job Share Application, found on the Human Resources web site, by February 1<sup>st</sup>.

12-9-3 Educators in a job share will receive half of pay and leave accrual and credit towards a step on the salary schedule. Educators will participate fully in all regular educator activities as mutually agreed upon with their administrator (e.g. faculty meetings, parent educator conferences, curriculum nights, in service days and other relevant activities).

12-9-4 Educators in a job share will hold their current school or area level position according to Article 18. Educators without a held position will equally share any approved job share position. If a job share ends with both educators sharing equally the position, the educators will either reach a mutually agreeable solution as to who continues in the position with the other educator being displaced, or the position will be considered an open position and filled by the hiring process described in this Article.

**Article 13**

13 Leaves

13-1 Family Medical Leave Act

Pursuant to the Family Medical leave Act of 1993 (FMLA) Jeffco Public Schools is required to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons (See FMLA Guidelines.) Any FMLA entitlement will run concurrent to any leave provided by this contract.

Approved leaves referred to in this Article shall not be considered an interruption of services. A leave of absence will not be credited for contract or salary advancement unless the teacher works at least 90 days or one full semester in the same year the leave was taken.

13-2 Sick Leave

- 13-2-1 The District will grant nine (9) days of sick leave, per contract year, proportionate to the educator's scheduled full-time equivalency for personal illness or serious illness in the immediate family.
  - 13-2-2 Sick leave shall be administered in accordance with Absence Management Guidelines/Procedures.
  - 13-2-3 Administrators may require proof of illness for sick leave to be approved. Proof of fitness to return to duty may also be required and should be submitted to the Manager, Employee Leaves upon request.
- 13-3 Disability Leaves
- 13-3-1 For personal illness greater than fourteen (14) consecutive calendar days the educator must apply for Short-Term Disability (STD) benefits. Short-Term Disability (STD) benefits will be payable in accordance with the insurer's policy. For short-term disability leaves anticipated to last more than 60 calendar days, the educator is required to submit a request to PERA for PERA short-term disability benefits which shall off-set district short-term disability payments.
  - 13-3-2 For sick leave taken for illness of a family member that exceeds fourteen (14) consecutive calendar days, educators will contact the Manager, Employee Leaves for approval pursuant to Absence Management Guidelines/Procedures.
  - 13-3-3 The educator's accrued sick leave will be used to supplement the approved benefit provided through the District's or PERA's short-term disability plan, not to exceed base pay. If an employee has grandfathered hours in their sick leave bank, grandfathered hours will be reduced first.
  - 13-3-4 Educators may elect to utilize sick leave at 100% for personal illness extending beyond two (2) weeks in lieu of payments through STD. This option is only available one time in an educator's career. The educator must have an approved claim as determined by the STD carrier, and must submit a written request to Manager, Employee Leaves, to use their sick leave in lieu of payments made through the STD carrier.
  - 13-3-5 Long Term Disability payments will be payable in accordance with the insurer's policy.
  - 13-3-6 Job protection while an educator is on leave will end at the conclusion of an approved short-term disability or the FMLA period, whichever is longer.
- 13-4 Personal Leave
- 13-4-1 Educators will receive two (2) personal leave days each September which may be used during the contract year. Notice to the educator's immediate supervisor that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergencies). Educators will, to the extent possible, schedule personal leave to minimize the impact on classroom instruction. Personal leave will not be permitted on workdays preceding holidays,

major breaks (more than 2 contact days in a row) and professional development days unless agreed to in advance by the building or department administrator.

13-4-2 Educators shall be allowed to accumulate personal leave from year to year.

13-4-3 With prior approval of the immediate supervisor, educators may schedule more than two (2) accumulated personal leave days in a contract year or may use more than two accumulated leave days consecutively. Written requests for leave must be submitted to the immediate supervisor at least five (5) days before taking such leave, except in cases of emergency. The written request must provide information justifying the circumstances which merit consideration.

#### 13-5 Association Leave

To receive paid leave, educators who are designated as official representatives by the Association shall submit a short leave form to their principal for the purpose of supporting District work as a committee member on committees identified by this agreement, or to participate in bargaining sessions. The substitute costs will be covered by the District.

Attendance at JCEA, CEA, and NEA events will be requested through a short-term leave form submitted at the building level and approved by the building administrator and the JCEA President. Applications must be made at least five (5) school days in advance of the request. In the event the leave is denied, the educator may appeal the decision to the applicable Achievement Director whose decision shall be final. JCEA will reimburse the substitute teacher costs if a substitute is required.

#### 13-6 Bereavement Leave

Educators may use up to five (5) personal or sick days in the event of a death of an immediate family member or other person mutually agreed upon by the administrator and the educator. If there are extenuating circumstances, i.e., extended out of state or foreign travel, or other unavoidable circumstances, more than five (5) days of bereavement leave may be granted. If leave days are exhausted, the leave will be taken as leave without pay.

#### 13-7 Court Leave

13-7-1 Educators who are ordered to serve on jury duty will be granted paid court leave. Court notice should be presented at conclusion of service. If fees are received for service, these should be turned in at the work site.

13-7-2 Educators subpoenaed to appear in court for matters not related to personal business will be granted paid court leave upon presentation of court notice. If fees are received for service, these should be turned in at the work site.

13-7-3 Time off for court appearances on personal legal matters, even with a subpoena, must be charged to personal leave if available or the absence will be leave without pay.

#### 13-8 Maternity and Child Care Leave

- 13-8-1 A request for maternity leave must be presented to the Manager, Employee Leaves at least thirty (30) days prior to the date on which requested leave will commence. A maternity leave commences upon the birth of the child and short-term disability benefits may be applicable. If child care leave follows a maternity leave, child care leave will begin no sooner than the conclusion of the approved short-term disability period and will be unpaid. The request for such leave may not exceed the remainder of the school year. Additional leave for child care following approved maternity and child care leave, may be available as a break in employment pursuant to Article 13-11 below.
- 13-8-2 The educator's written request will include the educator's expected date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. A return to work date outside of this must be approved by the educator's administrator and supporting documentation provided to the Manager, Employee Leaves.
- 13-8-3 In the case of adoption, unpaid child care leave may commence at any point during the twelve (12) months following the adoption.
- 13-8-4 A teacher who requests to amend his/her initial leave shall submit, in writing, his/her request to the Manager, Employee Leaves not less than thirty (30) days prior to the teacher's original date of return.

13-9 Parental Leave of Absence

For parents who are not eligible for maternity leave, a parental leave of absence of up to two (2) consecutive weeks following the birth or adoption of a child may be granted to parents who want to take paid leave. Educators taking such leave will be allowed to use a combination of sick and personal leave to receive up to two (2) consecutive weeks of pay, provided they have sufficient leave balances. A report of parental leave shall be made to the principal or immediate supervisor no later than thirty (30) days prior to the anticipated leave date.

13-10 Benefits During Leave

- 13-10-1 Employees on an approved leave of absence which is paid in-full or in-part directly by the District, shall continue their enrollment in the benefit programs.
- 13-10-2 Once an employee's leave becomes unpaid, benefits shall be handled as follows:
  - A. If the employee is full-time (FTE of .75 or more) at the time that their leave is initiated, benefits shall continue for such period of time that that complies with the provisions of state and federal regulations (such as FMLA and ACA). The employee may voluntarily terminate benefits within 60 days of the leave becoming unpaid by completing a status change form and submitting it to the Employee Benefits Department.
  - B. If the employee is less than full-time (FTE of less than .75), then benefits shall cease at the later of the expiration of the FMLA period (if applicable) or the end of the month in which the leave becomes unpaid.

13-10-3 To the extent the employee's paycheck is insufficient to cover the full amount of their benefit deductions, the employee must make arrangements with the Employee Benefits Department to make payment for amounts which are their responsibility. Failure to make timely payment of such premiums owed may result in termination of benefits.

13-10-4 When an employee returns from an unpaid leave of absence during which their benefits terminated, re-enrollment in benefits will be handled as follows:

A. If the length of their break in benefits coverage is less than thirty (30) days, the employee will be re-enrolled in the same benefit plans they had previously.

B. Employees whose break in benefits coverage is more than thirty (30) days must re-enroll for benefits using Employee Self Service, within 60 days of their return from leave and may choose to make new elections.

13-10-5 An employee whose health benefits have ended while on leave shall have an opportunity to enroll in such benefits in accordance with COBRA regulations.

#### 13-11 Break in employment

Full-time licensed professionals may apply for a one (1) year break in employment after having gained non-probationary status, provided the purpose of such a break does not include another paid K-12 teaching position. Requests are to be presented, in writing, with the approval of the building administrator, to the Manager, Employee Leaves or designee by February 1st of the school year prior to the break in employment. Requests for a break in employment after this date will be considered on a case-by-case basis. District approval of the request is required. If approved, the educator's employment with the District will be terminated effective as of the end of the contract year in which the request is made. If the educator returns to the District after the break in employment, the educator will be rehired in the same position they occupied at the time of the break in employment and at the same level of pay, benefits and contract status.

#### 13-12 Reimbursement of unused sick and personal leave

After twenty (20) years' service, at retirement or resignation, educators will receive a payout for a portion of unused sick and personal leave as outlined in Absence Management Guidelines/Procedures.

### **Article 14**

#### 14 Reduction in Force

The employment contract of an educator may be canceled during the contractual period when there is a justifiable decrease in the number of teaching positions within the District. The manner in which employment contracts will be canceled when there is a justifiable decrease in the number of teaching positions shall be included in an established policy developed by the DJCC. The policy shall include consideration of the performance of the licensed professional reflected in the licensed professional's evaluation rating(s) as a significant factor in determining which employment

contracts to cancel. The policy shall include consideration of probationary and non-probationary status and District seniority; except that these criteria may be considered only after the consideration of performance and only if it is in the best interest of students enrolled in the District to do so.

## **Article 15**

### 15 Temporary Contracts

- 15-1 The District shall employ educators on a temporary contract under the following conditions:
- A. Hiring after mid-July.
  - B. Positions funded by grants, pilot programs, and positions scheduled for reduction or elimination in the following year. If after one year the position has not been eliminated or there is no longer sufficient rationale for the temporary contract, the position will become on-going.
  - C. Any time a position is held, pursuant to Article 18.
- 15-2 Temporary educators are hired for one (1) year only. They are not guaranteed employment or given priority in the hiring process for subsequent years unless otherwise agreed to. Educators hired into a permanent position will be allowed to have their temporary service added to their district years of service.
- 15-3 Temporary educators shall be considered a part of the educator bargaining unit and covered by this Agreement.

## **Article 16**

### 16 Site-Based Variances

- 16-1 Schools will have the option, as a component of student based budgeting, to propose a variance to the provisions of this Agreement to support student achievement goals. Requests for variances must be approved by the Achievement Director and shall be submitted to the Human Resources Department and reviewed by the DJCC. Additional administrative and teaching staff may be asked to assist the DJCC in this review.
- 16-2 Requests for contract variances must document the reason for the variance, including impact on student achievement, and the proposed duration of the variance. Variance requests must demonstrate support from a majority of educators at the school. The variance must not cause the displacement of any educators or create a reduction in force situation.
- 16-3 Variances are granted for not more than two (2) years, but may be renewed by resubmitting the request. Variances are not precedent setting.

## **Article 17**

### 17 Compensation

- 17-1 As required by state law, the parties agree that all matters related to compensation and benefits contained in this Article 17, or elsewhere in this agreement, must be negotiated annually and are subject to annual budgeting and appropriation by the Board of Education.
- 17-2 Salaries for employees covered by this Agreement will be based on the salary Schedule in Appendix A, except as modified through negotiations conducted pursuant to the provisions of this Agreement, including the Memorandum of Understanding of May 2016. Also attached is Appendix B, Additional Responsibility Pay, and Appendix C, Benefit Programs.
- 17-3 Educators who achieve an effective or higher evaluation rating on the Professional Practices Evaluation Rating (PPER), and probationary educators, in their first two years with the District, who achieve a partially effective evaluation rating, will earn a step increase.
- 17-4 Educators new to the District will be given one (1) year of experience up to a maximum of five (5) years for each year of K-12 experience, or industry experience as appropriate for vocational educators and non-classroom educators.
- 17-5 The District may grant an additional three (3) years of experience credit for identified hard-to-fill positions upon initial hire. Hard-to-fill positions will be determined by the Human Resources department each year based upon the quality of the applicant pool; competitive salaries in the marketplace; and unique qualifications of the position. Human Resources will review these hard-to fill positions with the DJCC in advance of the hiring season to the extent possible.
- 17-6 Educators who are re-employed by the District within thirty-nine (39) months, who at the time of termination were non-probationary, will be placed on the then current salary schedule with a salary which most closely corresponds with, but is no lower than, the educator's salary at the time of separation from employment. All previously accrued benefits and privileges will be restored. However, educators who are re-employed on a non-continuing contract will not have non-probationary status restored until they receive a continuing contract.

17-7 Salary provisions for additional education

The salary schedule consists of four educational lanes. The requirements for placement in a lane or advancement to a lane are as follows:

- 17-7-1 Lane 1 requires a bachelor's degree.
- 17-7-2 Lane 2 requires a master's degree.
- 17-7-3 Lane 3 required a master's degree and a minimum of sixty (60) semester hours of graduate credit earned after the date the bachelor's degree was awarded.
- 17-7-4 Lane 4 requires a master's degree and a minimum of seventy-five (75) hours of graduate credit earned after the date the bachelor's degree was awarded. Educators with an educational specialist or doctorate degree will be placed on Lane 4.

17-7-5 Approved salary lane advancement will become effective as of the first (1st) day of the contract year.

17-7-5-1 Applications and documents verifying eligibility for advancement must be received in the Human Resources Department by October 1<sup>st</sup> each year. After approval, the salary adjustment will be effective for the entire contract year.

17-7-5-2 It is the educator's responsibility to notify the Human Resources Department when requirements for an advanced lane of the salary schedule have been met. All required forms must be submitted before the request for advancement will be considered. In those situations where unusual and extenuating circumstances exist regarding the issuance of an official transcript, educators may submit an official letter from the registrar.

17-8 Educators will be paid on a monthly basis. The monthly salary will be equal to the educator's annual salary divided by twelve (12) as determined by their placement on the salary schedule.

17-8-1 Educators who work less than a full contract year will be paid according to the daily per diem of their annual salary and then allocated over the remaining pay periods.

17-8-2 Educators new to the District will have their first year of pay distributed over thirteen (13) months from August to August.

17-9 Outdoor Education

Regularly-assigned educators who accompany their students to the Outdoor Lab School and remain overnight shall receive \$100 per night. This shall be in addition to the educator's regular pay and shall apply only to those educators not regularly assigned to the Outdoor Lab School. Prior to the Outdoor Lab School week, educators shall be provided adequate time to plan and coordinate logistical matters.

17-10 Educator Additional Pay

17-10-1 Secondary educators who agree to teach an additional academic class of standard length beyond the normal teaching load, shall be paid additional salary equal to one-sixth (1/6th) of their per diem pay.

17-10-2 Educators who work additional days related to their primary assignment and more than the contract days provided in Article 5-3-3 will be compensated at the rate of their per diem salary. These days will be agreed to in advance by the educator and their administrator.

17-10-3 Educators who work outside of their regular, contract position will be paid at a rate of \$26 per hour. This includes curriculum development and summer school pay.



17-10-4 Athletic and activities stipends for the duration of this contract will be paid in accordance with the schedule in Appendix B, unless modified during annual negotiations.

17-11 Payday

Educators will be paid on the last banking day of the month. In case of a fiscal emergency, the District and the Association shall mutually agree upon any pay date change. Educators will be able to view earnings and leave balances on-line on payday.

**Article 18**

18 Position Hold

18-1 An educator may have a position (or a comparable position) held at a particular school or, for positions that serve multiple school, within an Area for no more than two (2) consecutive years for an approved child care leave or a job share. See Articles 12 and 13.

18-2 An educator must return to a full-time position for at least two (2) years to reinitiate the school or Area-specific job hold provision.

18-4 Educators who have a position held and are entitled to be returned to their former or comparable position will be considered members of the staff of the schools/Areas from which they were assigned for such matters as determining displaced educators.

**Article 19**

19 Appeals

19-1 The purpose of the appeal procedure is to provide a fair and expeditious manner of resolving concerns that an employee has been the subject of an unjust or inequitable disciplinary action or that the provisions of this Agreement have been violated. Toward this end, employees are encouraged to resolve problems on an informal basis prior to filing an appeal.

19-2 This appeal process does not apply to items covered in Article 7 or Article 10.

19-3 Complaints of alleged sexual harassment and discrimination should be filed in accordance with District Policy GBAA, Harassment of Employees.

19-4 Appeal Procedure

19-4-1 Step One – Administrator Meeting

The employee with an appealable concern must first attempt to informally resolve the concern by meeting and discussing the issue with the administrator involved.

In order to start Step One, the employee must submit a Step One appeal form no later than five (5) business days after the incident to the appropriate

administrator who issued the action and request an informal meeting to discuss and attempt to resolve the matter. This meeting will occur within ten (10) business days.

Both the employee and evaluator may be accompanied by a representative at the Step One Administrator Meeting. The employee and the administrator will attempt to resolve the issue.

#### 19-4-2 Step Two – Achievement Director Inquiry

If a satisfactory resolution of the issue is not reached at Step One, the employee may initiate Step Two with the employee's Achievement Director or appropriate supervisory administrator by filing a Step Two appeal form with the Association office as well as with the Office of School Effectiveness within five (5) business days of the Step One meeting. The meeting with the Achievement Director will be held within ten (10) business days. If the employee's Achievement Director was involved at Step One, a different Achievement Director will be assigned at Step Two.

Both the employee and an Achievement Director may be accompanied by a representative during the Step Two Achievement Director Inquiry. At the Step Two Achievement Director Inquiry, the employee will have the opportunity to review any supporting documentation for the appealed action, discuss the grounds of the appeal and submit any supporting documentation for the appeal. The parties are encouraged to thoroughly discuss the concerns and resolve the issues. The inquiry will be limited to one (1) hour unless the parties agree to extend the time limit.

The Achievement Director conducting the inquiry will transmit a written response to the employee with a copy to the Association within ten (10) business days of the Step Two Achievement Director Inquiry meeting. This deadline may be extended by mutual consent. If deemed necessary, the Achievement Director may conduct an independent investigation into the matters raised by the employee during the meeting. The Achievement Director may uphold, modify, reduce or eliminate the appealed action.

#### 19-4-3 Step Three –Chief Legal Counsel Review

If a satisfactory resolution of the issue is not reached at the Step Two Achievement Director Inquiry, the employee may initiate a Step Three Review. The employee must file a Step Three appeal form with the Association office and with the Office of Employee Relations within five (5) business days of the receipt of the Achievement Director's written response. The written request may not contain any new evidence.

Upon receipt of a properly completed and timely written request, Chief Legal Counselor, or designee, will review all documents submitted at Step Two and then issue a written decision to uphold, modify, reduce or eliminate the appealed action.

Copies of this decision shall be transmitted to the employee, the issuer of the disciplinary action, the Association office, and the employee's Achievement Director within ten (10) days of receipt of the request.

19-4-4 All deadlines may be extended by mutual agreement.

## APPENDIX A: Salary Schedule

For standard contract length of 185 work days; positions with additional days will receive additional compensation for those days, per Article 5-3-2.

	Bachelor's Degree*	Master's Degree	BA + 60 graduate credits Must include Master's Degree	BA + 75 graduate credits Must include Master's Degree
1	\$ 38,000	\$ 41,420	\$ 42,700	\$ 45,000
2	\$ 38,760	\$ 42,248	\$ 44,750	\$ 47,250
3	\$ 39,535	\$ 43,093	\$ 46,876	\$ 49,518
4	\$ 41,314	\$ 45,291	\$ 49,056	\$ 51,746
5	\$ 43,111	\$ 47,556	\$ 51,288	\$ 53,816
6	\$ 44,943	\$ 49,839	\$ 53,622	\$ 55,969
7	\$ 46,814	\$ 52,217	\$ 56,038	\$ 58,211
8	\$ 48,406	\$ 54,410	\$ 58,392	\$ 60,539
9	\$ 50,003	\$ 56,641	\$ 60,786	\$ 62,658
10	\$ 51,603	\$ 58,850	\$ 63,157	\$ 64,851
11	\$ 53,203	\$ 61,145	\$ 65,620	\$ 67,056
12	\$ 54,799	\$ 63,285	\$ 67,720	\$ 69,202
13	\$ 56,443	\$ 64,234	\$ 68,668	\$ 70,517
14	\$ 57,572	\$ 65,133	\$ 69,492	\$ 71,575
15	\$ 58,666	\$ 66,045	\$ 70,256	\$ 72,362
16	\$ 59,722	\$ 66,904	\$ 71,029	\$ 73,013
17	\$ 60,737	\$ 67,707	\$ 71,810	\$ 73,670
18	\$ 61,709	\$ 68,519	\$ 72,528	\$ 74,333
19	\$ 62,635	\$ 69,341	\$ 73,253	\$ 75,002
20	\$ 63,575	\$ 70,138	\$ 73,986	\$ 75,677
21	\$ 64,529	\$ 70,945	\$ 74,726	\$ 76,358
22	\$ 65,432	\$ 71,761	\$ 75,473	\$ 77,045
23	\$ 66,348	\$ 72,479	\$ 76,228	\$ 77,738
24	\$ 67,277	\$ 73,204	\$ 76,990	\$ 78,438
25	\$ 68,219	\$ 73,936	\$ 77,760	\$ 79,144
26	\$ 68,901	\$ 73,936	\$ 77,760	\$ 79,856
27	\$ 68,901	\$ 73,936	\$ 77,760	\$ 80,575
28	\$ 68,901	\$ 73,936	\$ 77,760	\$ 81,300
29	\$ 68,901	\$ 73,936	\$ 77,760	\$ 82,032

\*Includes non-degreed educators with appropriate industry credentials teaching in Warren Technical Institute programs.

## APPENDIX B: Additional Responsibility Pay

Step	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Positions
1	\$3,810	\$3,463	\$2,943	\$2,078	\$1,213	<b>Schedule 1:</b> Hd. Football; Hd. Basketball; Hd. Volleyball; Yearbook Sponsor (w/o Class); Cheerleading Sponsor (1); Dance Sponsor (1); Forensics I Sponsor (w/10+debates); Theatre I Sponsor (w/2+major productions); Hd. Instrumental Band Director; Hd. Choral Director; Newspaper (w/o Class); Student Senate Sponsor (w/o Class)
2	\$3,903	\$3,556	\$3,036	\$2,170	\$1,305	
3	\$3,996	\$3,649	\$3,129	\$2,263	\$1,398	
4	\$4,087	\$3,742	\$3,222	\$2,356	\$1,491	<b>Schedule 2:</b> Hd. Gymnastics; Hd. Track; Hd. Wrestling; Hd. Baseball; Hd. Soccer; Hd. Softball; Hd. Swimming; Hd. Lacrosse; Forensics II Sponsor (w/7-9 debates); Hd. Girl's Field Hockey (Golden Only); Hd. Skiing (Evergreen Only); Hd. Ice Hockey; Diving (17+).
5	\$4,180	\$3,834	\$3,314	\$2,449	\$1,584	
6	\$4,273	\$3,927	\$3,407	\$2,541	\$1,677	<b>Schedule 3:</b> Asst. Baseball; Asst. Basketball; Asst. Football; Asst. Soccer; Asst. Volleyball; Asst. Gymnastics; Asst. Track; Asst. Wrestling; Asst. Softball; Asst. Lacrosse; Asst. Ice Hockey (25+); Hd. Tennis; Hd. Cross-Country; Hd. Golf; Hd. Musical Director; Asst. Instrumental Music Director; Theatre II Sponsor (w/1 major production); Choral Asst; Yearbook Sponsor (w/Class); Asst. Girl's Field Hockey (Golden Only); Diving (13-16); Asst. Swimming (24+); Asst. Cheer Sponsor (10+); Asst. Dance Sponsor (14+); Asst. Skiing (40+)
7	\$4,366	\$4,020	\$3,500	\$2,634	\$1,769	
8	\$4,459	\$4,113	\$3,593	\$2,727	\$1,861	
9	\$4,551	\$4,206	\$3,685	\$2,820	\$1,954	<b>Schedule 4:</b> Asst. Forensics Sponsor (w/Forensic I Sponsor); Asst. Theatre Tech (w/Theatre I Sponsor); Instrumental Music Instructors I & II; Diving (8-12); Asst. Tennis (22+); Asst. Co-Ed Cross-Country (50+); Newspaper Sponsor (w/Class); Student Senate Sponsor (w/Class)
10	\$4,644	\$4,298	\$3,777	\$2,913	\$2,047	
11	\$4,737	\$4,390	\$3,870	\$3,005	\$2,140	<b>Schedule 5:</b> Musical Instructor; Choral Music Instructor; Diving (3-7).
12	\$4,830	\$4,483	\$3,963	\$3,098	\$2,232	

14,15 = \$206  
 16, 17 = \$412  
 18, 19 = \$618  
 20, 21 = \$824  
 22, 23 = \$1,030  
 24, 25 = \$1,236  
 26 or over = \$1,442

Step placement for new hire coaches will not exceed step 6 (five years prior experience) on the salary schedule, as verified by Human Resources.

## APPENDIX C: Benefit Programs

1 For full-time employees (scheduled 0.75 FTE or more in standard hour jobs) the District will provide:

1-1 A non-taxable employer contribution of up to \$515 for the 2016-2017 plan year to offset the cost of District-provided medical benefits in which the employee has enrolled. To the extent that the cost of the elected medical benefit is less than the District’s contribution, the balance remaining shall be added to earnings as a Benefit Allocation and is available to offset the cost of other benefits.

1-2 The District shall make available the following health and welfare benefit plans. Employees must enroll in the plans during the timeframes and in such manner as established by the District, unless enrollment is automatic, as noted below:

Benefit Plans	Funding/Enrollment/Exceptions
Medical	Cost is shared between employee and District. Enrollment is voluntary.
Dental Vision	Paid by employee. Enrollment is voluntary.
Basic Life Insurance Basic AD&D Insurance Short-Term Disability Insurance Long-Term Disability Insurance	Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Flexible Spending Accounts	Paid by employee. Enrollment is voluntary.
Health Savings Account	Paid by employee. Employee must be enrolled in a District, qualifying high-deductible health plan in order to enroll. Enrollment is voluntary.
Voluntary Life Insurance (employee, spouse, child)	Paid by employee. Enrollment is voluntary.

1-3 Employees who waive medical coverage with the District and who elect the appropriate “waive medical” plan option and provide annual proof of other group medical plan coverage annually, as required by the District, will be eligible to receive a reduced benefit allocation of \$80.00 per month for the plan year.

2 For half-time employees (scheduled  $\geq 0.5$  FTE but  $< 0.75$  FTE) the District will provide the following health and welfare benefit plans, subject to any noted exceptions. Employees must enroll in the plans during the timeframe and in such a manner as established by the District, unless enrollment is automatic, as noted below:

Benefit Plans	Funding/Additional Information
Dental Vision	Paid by employee. Enrollment is voluntary.
Basic Life Insurance Basic AD&D Insurance Short-Term Disability Insurance	Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Long-Term Disability (LTD) Insurance	LTD will only be available to employees scheduled at .625 FTE or greater. Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Dependent Care Flexible Spending Account	Paid by employee. Enrollment is voluntary.

3 To the extent that benefits-related legislation (i.e. ACA, Proposed Colorado Amendment 69) would require changes to these benefit provisions in order for the district to comply, such changes may be implemented without negotiation, after consulting with the Benefits Advisory Committee.

4 Sick and Personal Leave Payout Eligibility

4-1 At the time of termination, employees who have completed twenty (20) years of qualifying service will be eligible for a Sick and Personal Leave payout. Qualifying service will be measured to the last day of active employment unless the employee has an annual contract that has been fulfilled. In such case the last day of the contract year shall be used to determine service.

4-2 Qualifying service shall include the following in determining if the employee has reached the threshold of twenty (20) completed years of service.

4-2-1 All full and part-time service spent as an employee of the District in a position recognized under an association agreement or in a regular administrative/professional technical position, except as provided below.

4-2-2 No service credit will be included for the time that an employee does not spend in the employment of the District or in a position which not covered by this Agreement (i.e. time spent as a substitute).

4-2-3 Service credit will not be granted for prior periods of employment unless the employee has returned to employment within the time period stated in the association agreements.

4-2-4 An employee who has previously received a sick and personal leave payout will begin re-employment, if applicable, with no balance on their sick and personal leave.

- 4-3 Sick and personal leave payouts will be calculated and distributed in accordance with the sick and personal leave payout guideline FAQs.



# Master Negotiated Agreement

2015-2016

Jeffco Public Schools

## Ratification and Board of Education Approval

**Ratified by association membership on: XXXXX**

John Ford, President, Jefferson County Education Association

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Signature

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Date

**Approved by the Board of Education at the public meeting on: XXXXXX.**

Ron Mitchell, President, Jeffco Public Schools District, R-1 Board of Education

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Signature

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Date